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ARIBA, INC.

12
13 UNITED STATES DISTRICT COURT
14 FOR THE NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION

16 ARIBA, INC.,
17 a Delaware corporation,
18 Plaintiff/Counter-defendant,
19 v.
20 COUPA SOFTWARE INC.,
a Delaware corporation,
21 Defendant/Counterclaimant.

Civil Case No.: 3:12-cv-01484-WHO

**ARIBA, INC.'S ANSWER TO COUPA
SOFTWARE INC.'S FIRST AMENDED
ANSWER AND COUNTERCLAIMS**

1 Plaintiff/Counter-defendant Ariba, Inc. (“Ariba”) hereby answers the separately
2 numbered paragraphs of the Counterclaims. Unless expressly admitted, all allegations in the
3 Counterclaims are denied.

4 Unnumbered Paragraph 1. The averments in Unnumbered Paragraph 1 are not factual,
5 and thus no response is required. To the extent a response is required, Ariba denies the
6 allegations of Unnumbered Paragraph 1.

7 35. Ariba admits that Defendant/Counterclaimant Coupa Software Inc. (“Coupa” or
8 “Counterclaimant”) is a Delaware corporation with its principal place of business at 100 S.
9 Ellsworth Avenue, San Mateo, CA 94401.

10 36. Ariba admits that it is a Delaware corporation with its principal place of business
11 at 910 Hermosa Court, Sunnyvale, CA 94085.

12 37. Ariba admits that it is the owner of United States Patent No. 7,117,165 (“the ’165
13 Patent”).

14 38. Ariba admits that the Counterclaims purport to seek declaratory relief pursuant to
15 28 U.S.C. § 2201 et seq. and 35 U.S.C. § 101 et seq. Ariba denies the remaining allegations of
16 Paragraph 38.

17 39. Ariba admits that venue for Ariba’s claims is proper in this Court and that it
18 brought a Complaint in this Court for Coupa’s ongoing infringement of the ’165 Patent. Ariba
19 denies the remaining allegations of Paragraph 39.

20 40. Paragraph 40 of the Counterclaims is a statement of law to which no admission
21 or denial is required. To the extent a response is required, Ariba admits that, pursuant to
22 General Order 67, newly filed patent cases shall be randomly assigned to any judge of this Court
23 pursuant to General Order No. 44 and Civil Local Rules 3-2 and 3-3. Ariba denies the
24 remaining allegations of Paragraph 40.

25 41. Ariba admits that it has been a leading e-procurement provider for over six years.
26 Ariba denies the remaining allegations of Paragraph 41.

27 42. Ariba is without knowledge or information sufficient to form a belief as to the
28 truth of the allegations of Paragraph 42 and therefore denies same.

1 43. Ariba is without knowledge or information sufficient to form a belief as to the
2 truth of the allegations of Paragraph 43 and therefore denies same.

3 44. Ariba is without knowledge or information sufficient to form a belief as to the
4 truth of the allegations of Paragraph 44 and therefore denies same.

5 45. Ariba is without knowledge or information sufficient to form a belief as to the
6 truth of the allegations of Paragraph 45 and therefore denies same.

7 46. Ariba is without knowledge or information sufficient to form a belief as to the
8 truth of the allegations of Paragraph 46 and therefore denies same.

9 47. Ariba is without knowledge or information sufficient to form a belief as to the
10 truth of the allegations of Paragraph 47 and therefore denies same.

11 48. Ariba admits that, as of the visit date of May 31, 2012, the URL
12 <http://tinyurl.com/74dbgjx> points to a webpage that contains the following statement: “Coupa is
13 a representation of a novel company model, centered on arranging services from the cloud.”

14 Ariba further admits that, as of the visit date of May 31, 2012, the URL
15 <http://tinyurl.com/7bxn944> points to a webpage that contains the following statement: “Coupa,
16 in fact, represents a new model of company, brokering services from the cloud and offering
17 packages of services to their respective markets.” Ariba is without information sufficient to
18 form a belief as to the truth content of the statements attributed to either of those URLs and
19 therefore denies same. Ariba is without knowledge or information sufficient to form a belief as
20 to the truth of the remaining allegations of Paragraph 48 and therefore denies same.

21 49. Ariba admits that, as of the visit date of May 31, 2012, the URL
22 <http://tinyurl.com/6noam4d> points to a webpage that contains the quoted statements in
23 Paragraph 49. Ariba is without information sufficient to form a belief as to the truth content of
24 the statement attributed to that URL and therefore denies same. Ariba denies that it has or has
25 had a “stranglehold” on the e-procurement provider market. Ariba is without knowledge or
26 information sufficient to form a belief as to the truth of the remaining allegations of Paragraph
27 49 and therefore denies same.

1 50. Ariba admits that, as of the visit date of May 31, 2012, the URL
2 <http://tinyurl.com/6o54j48> points to a webpage that contains the quoted statements in Paragraph
3 50. Ariba is without information sufficient to form a belief as to the truth content of those
4 quoted statements attributed to that URL and therefore denies same. Ariba is without
5 knowledge or information sufficient to form a belief as to the truth of the remaining allegations
6 of Paragraph 50 and therefore denies same.

7 51. Ariba admits that, as of the visit date of May 31, 2012, the URL
8 <http://tinyurl.com/7gr4enb> points to a webpage that contains the quoted statements in Paragraph
9 51. Ariba is without information sufficient to form a belief as to the truth content of those
10 quoted statements attributed to that URL and therefore denies same. Ariba denies that it has or
11 has had a “stranglehold” on the e-procurement market. Ariba is without knowledge or
12 information sufficient to form a belief as to the truth of the remaining allegations of Paragraph
13 51 and therefore denies same.

14 52. Ariba admits that, as of the visit date of May 31, 2012, the URL
15 <http://tinyurl.com/6noam4d> points to a webpage that contains the quoted statements in
16 Paragraph 52. Ariba is without information sufficient to form a belief as to the truth content of
17 those quoted statements attributed to that URL and therefore denies same. Ariba is without
18 knowledge or information sufficient to form a belief as to the truth of the remaining allegations
19 of Paragraph 52 and therefore denies same.

20 53. Ariba denies the allegations of Paragraph 53.

21 54. Ariba denies the allegations of Paragraph 54.

22 55. Ariba admits that it brought its Complaint against Coupa in this matter for
23 infringement of the '165 Patent on March 23, 2012. Ariba admits that the '165 Patent was filed
24 on October 28, 1999. Ariba admits that the '165 Patent is fundamental. Ariba denies the
25 remaining allegations of Paragraph 55.

26 56. Ariba denies that it failed to “notify” Coupa of the '165 Patent prior to filing suit
27 on the basis of Ariba’s marking of its products with the '165 Patent. Ariba denies that the
28 validity and scope of the '165 Patent have been untested on the basis that the '165 Patent was

1 duly issued by the United States Patent and Trademark Office (“PTO”) and the scope of the
2 ’165 Patent is defined by its claims. Ariba admits that it has not previously filed a lawsuit
3 asserting the claims of the ’165 Patent against another party. Ariba denies the remaining
4 allegations of Paragraph 56.

5 57. Ariba denies the allegations of Paragraph 57.

6 58. Ariba denies that the patent application that resulted in the issuance of the ’165
7 Patent was “rejected” by the PTO on any basis. Ariba admits that, during prosecution of the
8 ’165 Patent, the examiner issued the following office actions based, in part, on U.S. Patent No.
9 5,319,542, U.S. Patent No. 5,758,327, and U.S. Patent No. 5,315,504: non-final rejection of
10 claims 1-34, issued on July 10, 2002; final rejection of claims 1-50, issued on January 6, 2003;
11 non-final rejection of claims 1-50, issued on June 30, 2003; final rejection of claims 1-50, issued
12 on December 19, 2003; and non-final rejection of claims 1-34 and 40-50, issued on September
13 4, 2004. Ariba denies the remaining allegations of Paragraph 58.

14 59. Ariba admits that the quoted language in Paragraph 59 appears in the file history
15 of the ’165 Patent but denies the import attributed to those statements. Ariba denies the
16 remaining allegations of Paragraph 59.

17 60. Ariba admits that the quoted language in Paragraph 60 appears in the file history
18 of the ’165 Patent but denies the import attributed to those statements. Ariba denies the
19 remaining allegations of Paragraph 60.

20 61. Ariba admits that the quoted language in Paragraph 61 appears in the file history
21 of the ’165 Patent but denies the import attributed to those statements. Ariba denies the
22 remaining allegations of Paragraph 61.

23 62. Ariba admits that the quoted language in Paragraph 62 appears in the file history
24 of the ’165 Patent but denies the import attributed to those statements. Ariba denies the
25 remaining allegations of Paragraph 62.

26 63. Ariba denies the allegations of Paragraph 63.

27 64. Ariba admits that Exhibit B to Coupa’s Answer and Counterclaims contains the
28 language quoted in Paragraph 64. Ariba is without knowledge as to the truth content of that

1 quoted language and therefore denies same. Ariba is without knowledge or information
2 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 64 and
3 therefore denies same.

4 65. Ariba admits that Exhibit B to Coupa's Answer and Counterclaims contains the
5 language quoted in Paragraph 65. Ariba is without knowledge as to the truth content of that
6 quoted language and therefore denies same. Ariba is without knowledge or information
7 sufficient to form a belief as to the truth of the remaining allegations of Paragraph 65 and
8 therefore denies same.

9 66. Ariba is without knowledge or information sufficient to form a belief as to the
10 truth of the allegations of Paragraph 66 and therefore denies same.

11 67. Ariba denies the allegations of Paragraph 67.

12 68. To the extent that Paragraph 68 purports to constitute, in part, a statement of law,
13 no admission or denial is required. Ariba denies the remaining allegations of Paragraph 68.

14 69. Ariba denies the allegations of Paragraph 69.

15 70. Ariba denies the allegations of Paragraph 70.

16 71. To the extent that Paragraph 71 purports to constitute, in part, a statement of law,
17 no admission or denial is required. Ariba denies the remaining allegations of Paragraph 71.

18 72. Ariba admits that Claims 35 and 41 of the '165 Patent both recite, in part, "[a]
19 machine-readable medium having a set of executable instructions to cause a machine to perform
20 a method for facilitating electronic commerce, the method comprising: . . . transmitting the
21 electronic requisition form directly to at least one of the plurality of suppliers" Ariba
22 denies the remaining allegations of Paragraph 72.

23 **WITH RESPECT TO THE**
24 **FIRST CLAIM FOR RELIEF**

25 73. Ariba restates and incorporates by reference its responses to Paragraphs 35-73 of
26 this Answer as if fully set forth herein.

1 74. Ariba admits that there is an actual and justiciable controversy between the
2 parties regarding Coupa's infringement of the '165 Patent. Ariba denies the remaining
3 allegations of Paragraph 74.

4 75. Ariba admits that the Counterclaims purport to seek declaratory relief. Ariba
5 denies that Coupa is entitled to relief and denies the remaining allegations of Paragraph 75.

6 **WITH RESPECT TO THE**
7 **SECOND CLAIM FOR RELIEF**

8 76. Ariba restates and incorporates by reference its responses to Paragraphs 35-76 of
9 this Answer as if fully set forth herein.

10 77. Ariba denies that there is an actual and justiciable controversy between the
11 parties regarding the validity of the '165 Patent. Ariba denies any remaining allegations of
12 Paragraph 77.

13 78. Ariba admits that the Counterclaims purport to seek declaratory relief. Ariba
14 denies that Coupa is entitled to relief and denies the remaining allegations of Paragraph 78.

15 **RESPONSE TO PRAYER FOR RELIEF**

16 Ariba denies that Coupa is entitled to the relief enumerated in Paragraphs a. through g.
17 of Coupa's Prayer for Relief.

18 **AFFIRMATIVE DEFENSES**

19 In addition to its Answer as set forth above, Ariba asserts the following additional
20 defenses and reserves the right to amend its answer and defenses and to file further pleadings.

21 **FIRST AFFIRMATIVE DEFENSE**

22 Each of the Counterclaims fail to state a claim upon which relief can be granted.

23 **SECOND AFFIRMATIVE DEFENSE**

24 The claims of the '165 Patent are not invalid for failure to comply with one or more of
25 the provisions of 35 U.S.C. §§ 101, 102, 103 or 112.

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THIRD AFFIRMATIVE DEFENSE

Coupa is barred under the doctrine of unclean hands from asserting any counterclaims against the '165 Patent.

Dated: February 21, 2014

Respectfully submitted,

COVINGTON & BURLING LLP

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